

AMENDED MASTER AGREEMENT FOR CRS SERVICES

This Amended Master Agreement For CRS Services ("Agreement") is entered into as of March 1, 1998 between the Deaf and Disabled Telecommunications Program ("DDTP") and MCI Telecommunications Corporation ("MCI" or the "Contractor").

RECITALS

- A. Pursuant to state legislation and the directives of the California Public Utilities Commission ("CPUC"), the DDTP administers telecommunications programs for California residents who are deaf, hearing impaired, or disabled. These programs include the provision of the California Relay Service ("CRS").
- B. In 1996, DDTP entered into a contract (the "Master Agreement") with MCI ("MCI") to act as the Primary Provider of CRS in California.
- C. DDTP and MCI now wish to amend the Master Agreement on the terms and conditions set forth herein.

AGREEMENT

Therefore, in consideration of the mutual covenants contained herein and for other valuable consideration, the parties agree as follows:

- 1. Effective March 1, 1998, Section 7 of the Master Agreement is replaced with the following:

"The Contractor shall be reimbursed for invoices submitted based on actual monthly call volumes billed at the rate of \$0.89 per conversation minute plus any additional cost items approved by both the DDTP and the CPUC.

The DDTP will not compensate the Contractor for any costs incurred for start up or termination of the operation of its CRS or for the Contractor's marketing efforts."

- 2. Effective March 1, 1998, the last two paragraphs of Section 26 of the Master Agreement, entitled "Excessive Call Blockage" and "Excessive Time to Answer Calls" are replaced with the following:

"(1) The Liquidated Damages should be assessed on every relay center of each CRS service provider for the non-compliance of each service performance requirement. The service performance requirements, as stated on page 75 of the Master Agreement, are 'excessive call blockage' and 'excessive time to answer calls'.

(2) The Liquidated Damages should be modified from the current \$2000 per day for each calendar day of non-compliance of each performance requirement to \$2,000 plus an incremental amount of 10% of the additional amount in gross revenue collected between the new reimbursement rate of \$0.89 per conversation minute and the current rate of \$0.699 for the first day of non-compliance of each performance requirement.

(3) For each additional day of continuous non-compliance of each performance requirement at every relay service center of each CRS provider, the incremental 10% amount (plus the initial \$2,000) will be increased by an amount of 10% of the incremental gross revenues collected per day between the two rates.

(4) After 10 days of continuous non-compliance of each performance requirement, the final increase to a maximum of 100% of incremental gross revenue collected per day between the two rates (plus the initial \$2,000 per day).

(5) Thereafter, for each additional day after the 10th day of continuous non-compliance of each performance requirement for every relay center of each CRS provider the Liquidated Damages will be \$2,000 plus 100% of incremental revenues collected per day between the two rates.

(6) A waiver period of four months from the new Liquidated Damages is granted to the new alternative CRS providers to allow these providers to bring the quality of CRS up to meet contractual requirements. These alternative providers will pay a flat \$2,000 per day for each calendar day for non-compliance of each service performance requirement specified in the Master Agreement for the first four months of the contract. After the initial waiver period, the new Liquidated Damages will apply to these alternative CRS providers.

(7) The DDTPAC will have the latitude to negotiate for each alternative CRS provider the date on which the revised Liquidated Damages provisions, including the four-month period, will begin to apply. For each alternative provider, that date shall be no later than the date [sic] on which the provider begins offering relay services to customers.

(8) In any event the total incremental Liquidated Damages per day for non-compliance of both performance requirements will not exceed the incremental revenues collected by the offending provider."

3. The Master Agreement is amended to add the following sentence at the end of the first full paragraph of Section 12:

"All performance monitoring shall be completed within a reasonable time and expenses shall be reasonable."

4. The Master Agreement is amended to add the following new sentence to the end of the first full paragraph of Section 16:

"The DDTP in its sole discretion will determine if the assignment of the Master Agreement is to an entity technically, financially, and legally qualified, in accordance with the Financial Administrative Requirements of Section 5. Administrative Requirements of the IFB to perform all of the Contractors obligations under the Agreement."

5. All other terms and conditions of the Master Agreement, the IFB and MCI's Response to the IFB remain in full force and effect.

6. Should any provision of this Agreement be held unlawful or otherwise unenforceable, such provision shall be severed and deemed deleted, and the remainder of this Agreement shall continue in full force and effect as if such provision had never existed.

7. This Agreement constitutes the entire Agreement between the parties regarding the subject matter set forth herein. No Agreement, statement or promise relating to the subject matter of this Agreement, other than which is contained herein, shall be valid or binding. No changes, alternatives or modifications hereto shall be effective unless in writing, signed by a representative of each party authorized to bind said party and approved in writing by the CPUC. This Agreement may be executed in several counterparts, each of which will be deemed an original and all of which shall constitute one and the same instrument.

8. This Agreement shall be governed by California law.

9. This Agreement shall be binding and effective upon formal, written approval of the CPUC.

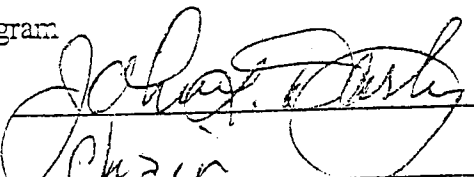
Deaf and Disabled Telecommunications

Program

By:

Its:

Date:

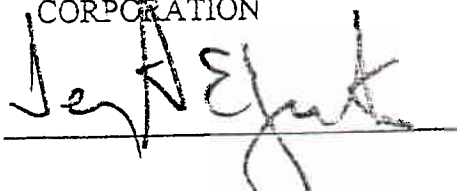

John A. Edgerton
Chair
6/25/98

MCI TELECOMMUNICATIONS
CORPORATION

By:

Its:

Date:


Jerry A. Edgerton
6/23/98

Jerry A. Edgerton, Senior V.P.

First Amendment to Amended Master Agreement for CRS Services

This First Amendment to the Amended Master Agreement for CRS Service ("Agreement") is entered into as of the date of the California Public Utilities Commission ("CPUC") approval of Resolution T-16209 on October 22, 1998 between Deaf and Disabled Telecommunications Program Administrative Committee ("DDTPAC") and MCI WorldCom, Inc. ("MCI").

RECITALS

- A. Pursuant to state legislation and the directive of the CPUC, the DDTPAC administers telecommunications programs for California residents who are deaf, hard of hearing, hearing impaired, and/or disabled. These programs include the provision of California Relay Service ("CRS").
- B. In 1996, DDTPAC entered into a contract with MCI Telecommunications Corporation to act as the Primary Provider of CRS in California pursuant to the terms and conditions of a written master agreement ("Master Agreement").
- C. DDTPAC recognizes that it cannot continue to provide CRS in California to the expectations of the customers without revisions to both the rate structure and the liquidated damages provision contained in the amended Master Agreement. DDTPAC has agreed to make MCI's requested changes to the parties' agreement subject to the approval of the CPUC.

Therefore, in consideration of the mutual covenants contained herein and for other valuable consideration, the parties agree as follows:

1. Paragraph 1 of the Amended Master Agreement is replaced with the following:

"The Contractor shall be reimbursed for invoices submitted based on actual monthly call volumes billed at the rate of \$1.09 per conversation minute plus any additional cost items approved by both the DDTP and the CPUC. The \$1.09 per conversation minute shall apply irrespective of the volume of traffic carried by Contractor. No additional amount, including the premium set forth in Section 7 I. D. of the IFB, shall be payable to the Contractor. The parties agree that Section 7 I. D. of the IFB is void and deleted.

The DDTP will not compensate the Contractor for any costs incurred for start up or termination of the operation of its CRS or for the Contractor's marketing efforts. Contractor agrees to expend an amount annually of not less than \$200,000 to promote the use of CRS within the State of California."

2. Paragraph 2 subparts (1), (2), (3), (4), (5) and (8) of Amended Master Agreement, are replaced with the following:

- (1) The Liquidated Damage should be assessed on each CRS service provider for the non-compliance of each service performance requirement. The service performance requirements, as stated on page 75 of the Master Agreement, are 'excessive call blockage' and 'excessive time to answer calls.' For the purposes of assessing liquidated damages, call blockage for CRS calls shall be measured and reported on the basis of the contractor's total network blockage statistics. All blocked CRS-bound calls reaching the contractor's TRS network shall be reported. For the purposes of assessing liquidated damages, average speed of answer (ASA) shall be measured and reported as a daily weighted average statistic for all centers within the contractor's TRS network handling CRS calls.
 - (2) The Liquidated Damages should be modified from the current \$2,000 per day for each calendar day of non-compliance of each performance requirement to \$2,000 plus an incremental amount of 10% of the additional amount in gross revenue collected between the new reimbursement rate of \$1.09 per conversation minute and the original rate of \$.699 for the first day of non-compliance of each performance requirement.
 - (3) For each additional day of continuous non-compliance of each performance requirement by each CRS provider, the incremental 10% amount (plus the initial \$2,000) will be increased by an amount of 10% of the incremental gross revenues collected per day between the two rates.
 - (4) After ten days of continuous non-compliance of each performance requirement, the fine will increase to a maximum of 100% of incremental gross revenue collected per day between the two rates (plus the initial \$2,000 per day).
 - (5) Thereafter, for each additional day after the tenth day of continuous non-compliance of each performance requirement for each CRS provider, the liquidated damages will be \$2,000 plus 100% of incremental revenues collected per day between the two rates.
 - (6) In any event, the total incremental liquidated damages per day for non-compliance of both performance requirements will not exceed the incremental revenues collected by the offending provider.
3. This amendment and the provisions set forth herein shall be effective as follows:

"This Agreement is effective upon signing by the Contractor and DDTP and formal approval of the CPUC. The term of this Agreement shall be from the date of the CPUC's approval of Resolution T-16209 (October 22, 1998) through October 11, 1999, subject to availability of funds, unless

earlier terminated by the DDTP in accordance with the termination provisions contained in Paragraphs 23 and 24 herein. The DDTP shall have the option to extend this Agreement for up to two one-year terms as further set forth in the DDTP Invitation for Bid ("IFB").

4. Section 3 of the Master Agreement is amended to add the following sentence:
"Contractor shall identify a Project Manager who is located within California."
5. All other terms and conditions of the Master Agreement, the Amended Master Agreement for CRS Services, the IFB and MCI's response to the IFB remain in full force and effect.
6. Should any provision of this Agreement be held unlawful or otherwise unenforceable, such provision shall be severed and deemed deleted, and the remainder of this Agreement shall continue in full force and effect as if such provision had never existed.
7. This Agreement constitutes the entire Agreement between the parties. No Agreement, statement, or promise relating to the subject matter of this Agreement, other than which is contained herein, shall be valid or binding. No changes, alternatives or modifications hereto shall be effective unless in writing and signed by a representative of each party authorized to bind said party. This Agreement may be executed in several counterparts, each of which will be deemed an original and all of which shall constitute one and the same instrument.
8. This Agreement shall be governed by California Law.

John L. Darby
On behalf of DDTPAC

Jerry Edgerton
Senior Vice President
On behalf of MCI WorldCom, Inc.

Date

Date

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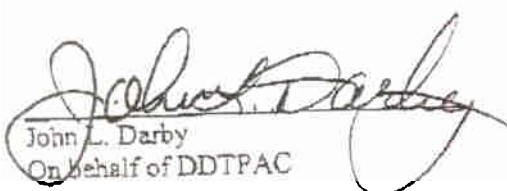
DDTP

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earlier terminated by the DDTP in accordance with the termination provisions contained in Paragraphs 23 and 24 herein. The DDTP shall have the option to extend this Agreement for up to two one-year terms as further set forth in the DDTP Invitation for Bid ("IFB").

4. Section 3 of the Master Agreement is amended to add the following sentence:
"Contractor shall identify a Project Manager who is located within California."
5. All other terms and conditions of the Master Agreement, the Amended Master Agreement for CRS Services, the IFB and MCI's response to the IFB remain in full force and effect.
6. Should any provision of this Agreement be held unlawful or otherwise unenforceable, such provision shall be severed and deemed deleted, and the remainder of this Agreement shall continue in full force and effect as if such provision had never existed.
7. This Agreement constitutes the entire Agreement between the parties. No Agreement, statement, or promise relating to the subject matter of this Agreement, other than which is contained herein, shall be valid or binding. No changes, alternatives or modifications hereto shall be effective unless in writing and signed by a representative of each party authorized to bind said party. This Agreement may be executed in several counterparts, each of which will be deemed an original and all of which shall constitute one and the same instrument.
8. This Agreement shall be governed by California Law.


John L. Darby
On behalf of DDTPAC

Date

Jerry Edgerton
Senior Vice President
On behalf of MCI WorldCom, Inc.

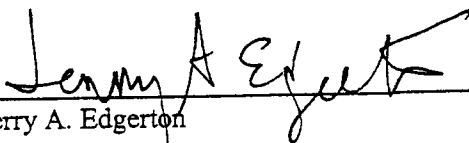
Date

earlier terminated by the DDTP in accordance with the termination provisions contained in Paragraphs 23 and 24 herein. The DDTP shall have the option to extend this Agreement for up to two one-year terms as further set forth in the DDTP invitation to Bid ("IFB").

4. Section 3 of the Master Agreement is amended to add the following sentence: "Contractor shall identify a Project Manager who is located within California."
5. All other terms and conditions of the Master Agreement, the Amended Master Agreement for CRS Services, the IFB and MCI's response to the IFB remain in full force and effect.
6. Should any provision of this Agreement be held unlawful or otherwise unenforceable, such provision shall be severed and deemed deleted, and the remainder of this Agreement shall continue in full force and effect as if such provision had never existed.
7. This Agreement constitutes the entire Agreement between the parties. No Agreement, statement, or promise relating to the subject matter of this Agreement, other than which is contained herein, shall be valid or binding. No changes, alternatives or modifications hereto shall be effective unless in writing and signed by a representative of each party authorized to bind said party. This Agreement may be executed in several counterparts, each of which will be deemed an original and all of which shall constitute one and the same instrument.
8. This Agreement shall be governed by California Law.

John Darby
On behalf of DDTPAC

Date


Jerry A. Edgerton
Senior Vice President
On behalf of MCI Telecommunications
Corporation

Date

11 / 6 / 98

SECOND AMENDMENT TO AMENDED MASTER AGREEMENT FOR CRS SERVICES

This Second Amendment to Amended Master Agreement for CRS Services ("Agreement") is entered into as of the date of California Public Utilities Commission ("CPUC") approval between the Deaf and Disabled Telecommunications Program Administrative Committee ("DDTPAC") and MCI WorldCom Communications Inc., as successor to MCI Telecommunications Corporation (collectively, "MCI WorldCom").

RECITALS

- A. Pursuant to state legislation and the directives of the CPUC, the DDTPAC administers telecommunications programs for California residents who are deaf, hearing impaired, or disabled. These programs include the provision of the California Relay Service ("CRS").
- B. In 1996, the DDTPAC entered into a contract with MCI Telecommunications Corporation to act as the Primary Provider of CRS in California pursuant to the terms and conditions of a written master agreement (the "Master Agreement"). In March 1998, the DDTPAC and MCI Telecommunications Corporation entered into an Amended Master Agreement (the "Amended Master Agreement"). The Amended Master Agreement incorporated the terms and conditions of the Master Agreement except as specifically provided in the Amended Master Agreement.
- C. In November 1998, the DDTPAC and MCI WorldCom, Inc. entered into a First Amendment to the Amended Master Agreement which the CPUC approved effective December 17, 1998.
- D. On March 6, 2000, the Federal Communications Commission ("FCC") issued a Report and Order and Further Notice of Rulemaking on telecommunications relay services ("TRS"). The Report and Order amended the FCC's rules governing TRS to expand the types of relay services available to consumers and to improve the quality of relay services. On June 5, 2000, the FCC issued an Order on Reconsideration in the same docket establishing the required effective date for the new standards as December 18, 2000, except for required Speech-to-Speech and interstate Spanish relay services, which were required to be provided by March 1, 2001.
- E. MCI WorldCom has informed the DDTPAC that it cannot meet the new FCC requirements in California without revisions to the rate structure provision contained in the Amended Master Agreement and in the First Amendment to the Amended Master Agreement. The parties have agreed to make requested rate structure changes to the parties' agreement subject to the approval of the CPUC.

Therefore, in consideration of the mutual covenants contained herein and for other valuable consideration, the parties agree as follows:

1. Section 7 of the Master Agreement, Paragraph 1 of the Amended Master Agreement, and Paragraph 1 of the First Amendment to Amended Master Agreement are replaced with the following:

“From January 1, 2001, through October 11, 2001, and from October 12, 2001 through October 11, 2002 or later if extended at the DDTP’s option, the Contractor shall be reimbursed for invoices submitted based on actual monthly call volumes billed at the rate of \$1.35 per conversation minute plus any additional cost items approved by both the DDTP and the CPUC, subject to meeting the conditions described below and in the Master Agreement, as amended by the Amended Master Agreement and by the First Amendment and this Second Amendment to the Amended Master Agreement, except that Speech-to-Speech service shall be reimbursed for invoices submitted based on actual monthly call volumes at the rate of \$2.70 per session minute, subject to meeting the conditions described below and in the Master Agreement as amended by the Amended Master Agreement and by the First Amendment and this Second Amendment to the Amended Master Agreement.

The \$1.35 per conversation minute rate and the \$2.70 per session minute rate for Speech-to-Speech service shall apply irrespective of the volume of traffic carried by Contractor. No additional amount, including the premium set forth in Section 7 I.D. of the DDTP Invitation For Bid for CRS (“IFB”), shall be payable to the Contractor. The parties agree that Section 7 I.D. of the IFB is void and deleted.

To receive the \$1.35 per conversation minute and the \$2.70 per session minute reimbursement rates, the Contractor must have been fully compliant with all FCC standards required on December 18, 2000 and on March 1, 2001, and with all current Master Agreement, Amended Master Agreement and First Amendment to Amended Master Agreement requirements. In order to determine whether the Contractor is in ‘full compliance’ with the FCC requirements, the DDTP may monitor the Contractor’s performance as provided in Section 12 of the Master Agreement.

The DDTP will not compensate the Contractor for any costs incurred for start up or termination of the operation of its CRS or for the Contractor’s marketing efforts. Contractor agrees to expend an amount annually of not less than \$250,000 to promote the use of CRS through outreach and education within the State of California, not more than thirty percent of which shall be expended for the Contractor’s labor costs. The Contractor shall expend an additional amount of not less than \$25,000 annually to be used as directed by the DDTP for additional outreach and education.

At six month intervals, the Contractor shall disclose to the DDTP the activities, events, materials and other expenses which constitute the Contractor's outreach effort pursuant to this paragraph. The first report shall be due August 1, 2001 for expenditures from January 1, 2001 through June 30, 2001.

2. Section 2 of the Master Agreement and Paragraph 3 of the First Amendment to the Amended Master Agreement are replaced with the following:

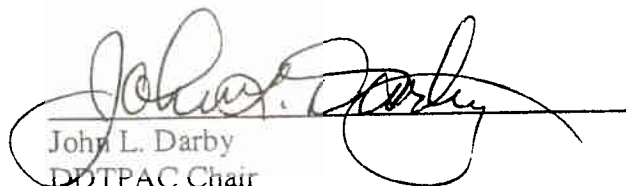
"This Agreement is effective upon signing by the Contractor and the DDTP and formal approval of the CPUC. The term of this Agreement shall be from the date of the CPUC's approval of Resolution T-16209 (October 22, 1998) through October 11, 1999, subject to availability of funds, unless earlier terminated by the DDTP in accordance with the termination provisions contained in Paragraphs 23 and 24 herein. The DDTP shall have the option to extend this Agreement for two one-year terms as further set forth in the DDTP Invitation for Bid ("IFB").

Effective October 11, 2001, and through October 11, 2002, the term of this Agreement shall continue with the Contractor designated as the Primary Provider under the terms of the Master Agreement as amended. The DDTP in its sole discretion shall have the option to further extend this Agreement in three-month period increments after October 11, 2002 as long as the DDTP provides the Contractor ninety (90) days' advance written notice of its desire to extend the Agreement's term for each additional three-month period."

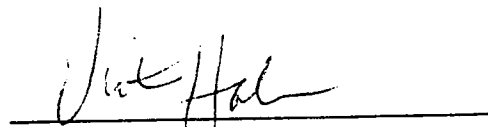
3. MCI WorldCom shall comply with all requests by either the DDTP or the CPUC to audit MCI WorldCom's books and records, wherever located, to ensure that MCI WorldCom has complied with the requirements and obligations of the Master Agreement, as amended.
4. Upon the formal approval of this Second Amendment to the Amended Master Agreement by the CPUC, MCI WorldCom shall hire (if it has not already done so) and retain throughout the remaining term of this Agreement and any extensions at least one CRS Project Manager based in California.
5. MCI WorldCom shall transition CRS and Speech-to-Speech traffic to new vendors during the concluding ninety days of the Master Agreement, as amended, in order to implement a phased-in transition of traffic to new vendors, at the DDTP's sole discretion and direction. For example, the DDTP could decide to transfer fixed percentages of traffic to new vendors over a ninety-day period or could decide to incrementally transfer traffic from various LATAs over a ninety-day period. The final transition schedule will be proposed no later than sixty days prior to the beginning of said schedule and will be determined by the DDTP, with input from both MCI WorldCom and the new vendors. MCI WorldCom will be

reimbursed at the approved contract rate for all CRS minutes processed during the transition period.

6. All other terms and conditions of the Master Agreement, the Amended Master Agreement, the First Amendment to the Amended Master Agreement, the IFB, and MCI WorldCom's response to the IFB, including but not limited to all provisions designating MCI WorldCom as the primary provider and regarding liquidated damages, remain in full force and effect.
7. Should any provision of this Agreement be held unlawful or otherwise unenforceable, such provision shall be severed and deemed deleted, and the remainder of this Second Amendment to the Amended Master Agreement shall continue in full force and effect as if such provision had never existed.
8. This Second Amendment to the Amended Master Agreement constitutes the entire Second Amendment to the Amended Master Agreement between the parties. No agreement, statement, or promise relating to the subject matter of this Second Amendment to the Amended Master Agreement, other than what is specifically contained herein, shall be valid or binding. No changes, alternatives or modifications hereto shall be effective unless in writing and signed by a representative of each party authorized to bind said party. This Second Amendment to the Amended Master Agreement may be executed in counterparts, each of which will be deemed an original and all of which shall constitute one and the same instrument.
9. This Agreement shall be governed by California law.


John L. Darby
DDTPAC Chair
On behalf of the DDTPAC

6/19/01
Date


Victoria D. Harker
Senior Vice President
On behalf of MCI WorldCom
Communications Inc.

6/13/01
Date

THIRD AMENDMENT TO AMENDED MASTER AGREEMENT FOR CRS SERVICES

This Third Amendment to Amended Master Agreement for CRS Services ("Agreement") is entered into as of the date of California Public Utilities Commission ("CPUC") approval between the Deaf and Disabled Telecommunications Program Administrative Committee ("DDTPAC") and MCI WORLDCOM Communications, Inc., as successor to MCI Telecommunications Corporation (collectively, "MCI WorldCom").

RECITALS

- A. Pursuant to state legislation and the directives of the CPUC, the DDTPAC administers telecommunications programs for California residents who are deaf, hearing impaired, or disabled. These programs include the provision of the California Relay Service ("CRS"), which in turn includes the Speech-to-Speech ("STS") Relay Service.
- B. In 1996, the DDTPAC entered into a contract with MCI Telecommunications Corporation to act as the Primary Provider of CRS in California pursuant to the terms and conditions of a written master agreement (the "Master Agreement"). In March 1998, the DDTPAC and MCI Telecommunications Corporation entered into an Amended Master Agreement (the "Amended Master Agreement"). The Amended Master Agreement incorporated the terms and conditions of the Master Agreement except as specifically provided in the Amended Master Agreement.
- C. In November 1998, the DDTPAC and MCI WorldCom entered into a First Amendment to the Amended Master Agreement, which the CPUC approved effective December 17, 1998.
- D. In June 2001, the DDTP and MCI WorldCom entered into a Second Amendment to Amended Master Agreement, which the CPUC approved by letter from its Telecommunications Division dated July 18, 2001.
- E. On May 16, 2002, the Federal Communications Commission ("FCC") released an Order approving the modification of interstate reimbursement rates for Telecommunications Relay Service ("TRS"), Video Relay Service ("VRS") and STS. The Order amended the STS reimbursement rate effective August 1, 2001 through June 30, 2002 to \$2.469 per conversation minute.

Therefore, in consideration of the mutual covenants contained herein, to be consistent with the May 2002 FCC Order, and for other valuable consideration, the parties agree as follows:

- 1. Section 7 of the Master Agreement, Paragraph 1 of the Amended Master Agreement, Paragraph 1 of the First Amendment to Amended Master Agreement,

and Paragraph 1 of the Second Amendment to Amended Master Agreement are replaced with the following:

“From February 1, 2002 through October 11, 2002, or later if extended at the DDTP’s option, the Contractor shall be reimbursed for invoices submitted based on actual monthly call volumes billed at the rate of \$1.35 per conversation minute plus any additional cost items approved by both the DDTP and the CPUC, subject to meeting the conditions described below and in the Master Agreement, as amended by the Amended Master Agreement and by the First and Second Amendments and by this Third Amendment to the Amended Master Agreement, except that Speech-to-Speech service shall be reimbursed for invoices submitted based on actual monthly call volumes at the rate of \$2.469 per conversation minute, subject to meeting the conditions described below and in the Master Agreement as amended by the Amended Master Agreement and by the First and Second Amendments and this Third Amendment to the Amended Master Agreement.

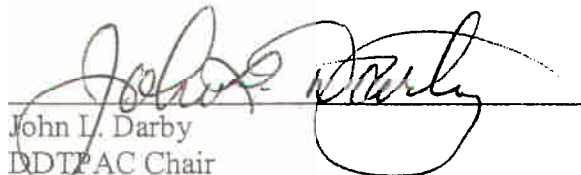
The \$1.35 per conversation minute rate and the \$2.469 per conversation minute rate for Speech-to-Speech service shall apply irrespective of the volume of traffic carried by Contractor. No additional amount, including the premium set forth in Section 7 I.D. of the DDTP Invitation For Bid for CRS (“IFB”), shall be payable to the Contractor. The parties agree that Section 7 I.D. of the IFB is void and deleted.

To receive the \$1.35 per conversation minute and the \$2.469 per conversation minute reimbursement rates, the Contractor must have been fully compliant with all FCC standards required on December 18, 2000 and on March 1, 2001, and with all current Master Agreement, Amended Master Agreement and First and Second Amendments to Amended Master Agreement requirements. In order to determine whether the Contractor is in ‘full compliance’ with the FCC requirements, the DDTP may monitor the Contractor’s performance as provided in Section 12 of the Master Agreement.


The DDTP will not compensate the Contractor for any costs incurred for start up or termination of the operation of its CRS or for the Contractor’s marketing efforts. Contractor agrees to expend an amount annually of not less than \$250,000 to promote the use of CRS through outreach and education within the State of California, not more than ten percent of which shall be expended for the Contractor’s labor costs. The Contractor shall expend an additional amount of not less than \$25,000 annually to be used as directed by the DDTP for additional outreach and education.

At six month intervals, the Contractor shall disclose to the DDTP the activities, events, materials and other expenses that which constitute the Contractor's outreach effort pursuant to this paragraph. The first report shall be due August 1, 2001 for expenditures from January 1, 2001 through June 30, 2001."

2. All other terms and conditions of the Master Agreement, the Amended Master Agreement, the First Amendment to the Amended Master Agreement, the Second Amendment to the Amended Master Agreement, the IFB, and MCI WorldCom's response to the IFB, including but not limited to all provisions designating MCI WorldCom as the primary provider and regarding liquidated damages, remain in full force and effect.
3. Should any provision of this Agreement be held unlawful or otherwise unenforceable, such provision shall be severed and deemed deleted, and the remainder of this Third Amendment to the Amended Master Agreement shall continue in full force and effect as if such provision had never existed.
4. This Third Amendment to the Amended Master Agreement constitutes the entire Third Amendment to the Amended Master Agreement between the parties. No agreement, statement, or promise relating to the subject matter of this Third Amendment to the Amended Master Agreement, other than that which is contained herein, shall be valid or binding. No changes, alternatives or modifications hereto shall be effective unless in writing and signed by a representative of each party authorized to bind said party. This Third Amendment to the Amended Master Agreement may be executed in counterparts, each of which will be deemed an original and all of which shall constitute one and the same instrument.
5. This Agreement shall be governed and constructed in accordance with the laws of the State of California, without regard to its conflict of law provisions.


John L. Darby
DDTPAC Chair
On behalf of the DDTPAC

7/9/02
Date


Victoria D. Harker
Senior Vice President
On behalf of MCI WORLDCOM
Communications Inc.

7/5/02
Date